

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 14 -10

ECONOCARIBE CONSOLIDATORS, INC.

COMPLAINANT

V.

AMOY INTERNATIONAL, LLC.

RESPONDENT

ANSWER OF RESPONDENT

Respondent, named as Amoy International, LLC., (“Amoy” or “Respondent”), by its undersigned counsel, hereby answers the above-captioned Complaint filed by Complainant Econocaribe Consolidators, Inc., (“Econocaribe” or “Complainant”), as follows:

1. On information and belief, Respondent admits the allegations contained in paragraph 1.
2. Respondent admits the allegations contained in paragraph 2.

3. In response to Paragraph 3, Respondent admits that on or about May 20, 2013, it requested a booking for the shipment of 4 containers of auto parts from Oakland, California to Xingang, Tianjin, China. This booking is reflected in a Maersk Line Booking Confirmation that is attached as a part of Exhibit "A" to the Complaint. Respondent denies that the cargo was described in Exhibit "A" or in the bills of lading issued by Maersk, Amoy or Econocaribe as "auto parts (new)." The cargo was described as "auto parts."

4. In response to Paragraph 4, Respondent admits that Econocaribe in turn contracted with Maersk Line for the shipment via the vessel "CMA CGM VIVALDI" and in accordance with Respondent's instructions made Victory Maritime Service at destination the consignee of the master bill of lading. Respondent further admits that Maersk took possession of the containers for purposes of shipment to China. However, Respondent denies the remaining allegations of this Paragraph based upon a lack of information and belief.

5. Respondent denies the allegations of Paragraph 5 based upon a lack of information and belief.

6. In response to Paragraph 6, Respondent admits that on or about July 9, 2013, Complainant informed Respondent that Complainant was informed by Maersk that the consignee Victory China stated that "it was actually not their

booking” and that “they have no idea about it;” except as admitted, denies the remaining allegations of this Paragraph based upon a lack of information and belief.

7. In response to Paragraph 7, Respondent admits that it did not nominate a shipper or a consignee for the return of the cargo. However, Respondent provided Complainant with a letter of abandonment of the cargo that Complainant requested in its June 23, 2013 email to Respondent. Except as admitted, denies the remaining allegations of this Paragraph based upon a lack of information and belief.

8. In response to Paragraph 8, Respondent admits that it has refused to pay for costs incurred in China because Complainant failed to act to return the cargo to its point of origin as Respondent requested that it do so. Specifically, as early as June 20, 2013, Respondent began asking Complainant to return the cargo and, on information and belief, Complainant failed to take the necessary steps to do so, thereby increasing damages. Except as admitted or alleged, denies the remaining allegations of this Paragraph based upon a lack of information and belief.

9. In response to Paragraph 9, Respondent admits, on information and belief, that the cargo, which was declared as auto parts, was in fact used tires and

that this misdeclaration caused the cargo to be detained by Chinese Customs.

Except as admitted, denies that it willfully, intentionally, and knowingly misdeclared the cargo as new auto parts or that it has violated any of the statutes or Code of Federal Regulations alleged in this Paragraph.

10. Respondent denies that Complainant is entitled to reparations pursuant to 46 U.S.C. § 41305 or that it has suffered actual injury, interest and attorneys fees because of Respondent's conduct.

11. In response to Paragraph 11, Respondent admits that the informal dispute resolution procedures were not used prior to the filing of the Complaint and admits, based information and belief, that no consultation was made with any Commission Dispute Resolution Specialist regarding the same. Except as admitted, Respondent denies the remaining allegations contained in this Paragraph.

12. Respondent denies the allegations contained in Paragraph 12.

13. In response to Paragraph 13, Respondent denies that it has violated the Shipping Act or has engaged in any unlawful conduct or that it should be ordered to pay to Complainant any reparations.

14. In response to Paragraph 14, Respondent requests that a hearing be held in Washington D.C.

WHEREFORE, Respondent requests that the Complaint be dismissed in its entirety with costs and attorneys' fees awarded to Amoy.

DEFENSES

1. Complainant has failed to state a claim upon which relief can be granted.
2. Complainant's allegations are too conclusory to state a claim for relief.
3. Complainant failed to mitigate its damages by failing to arrange for the return of the cargo to its point of origin as requested by Respondent and also by failing to take action based upon the letter of abandonment that it requested from Respondent.
4. Complainant is estopped from asserting the claims in the Complaint because it failed to arrange for the return of the cargo to its point of origin as requested by Respondent and also failed to take action based upon the

letter of abandonment that it requested from Respondent

Respectfully submitted,
RUSSELL, MIRKOVICH & MORROW

A handwritten signature in cursive script, reading "Joseph N. Mirkovich", written over a horizontal line.

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Dated: September 9, 2014

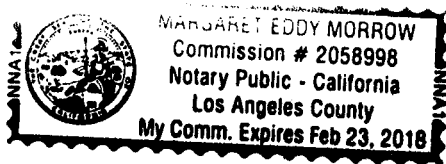
VERIFICATION

Melissa Chen, being first duly sworn on oath, deposes and says that she is the Manager of Amoy International, LLC and the person who signed the foregoing Answer; that she has read the foregoing Answer and that the facts stated therein are true of her own knowledge, except as to those matters that are therein stated on information and belief, and concerning those matters, she believes to be true.



Melissa Chen

Subscribed and sworn to before me by Melissa Chen, proved to me on the basis of satisfactory evidence to be the person who appeared before me, in Long Beach, California, this 9th day of September, 2014.





Notary Public *Margaret Eddy Morrow*
For the State of California
County of Los Angeles

My Commission expires: 2/23/2018